

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by
stewart
title guaranty company

Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

LJS

Title Guaranty and Trust Company of
Chattanooga
Company

Chattanooga, Tennessee
City, State

stewart
title guaranty company

[Signature]

Senior Chairman of the Board

[Signature]

Chairman of the Board



[Signature]

President

SCHEDULE A

Order Number: 20152487

1. `Effective Date: October 27, 2015 at 8:00 am
2. Policy or Policies to be issued: Amount of Insurance
 - (a) ALTA Owner's Policy - (6/17/06)
Proposed Insured: TBD
 - (b) ALTA Loan Policy - (6/17/06) - 0 -
Proposed Insured: NONE
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the fee simple estate or interest in the land is at the effective date vested in:
CANNON PARTNERSHIP, a Tennessee general partnership
5. The land referred to in this Commitment is described as follows:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Being a part of the Southeast Quarter of Section Twenty (20), Township Five (5), Range Three (3), West of the Basis Line, Ocoee District, and being more particularly described as follows:

BEGINNING as a point in the southeastern line of Highway No. 58 at an iron pin located 185 feet northeastwardly along said line from the southern line of said Section Twenty (20); thence North 56 degrees East along the southeastern line of Highway No. 58, 200 feet to an iron pin; thence South 67 degrees East 225 feet to an iron pin; thence South 56 degrees West 200 hundred feet to an iron pin; thence North 67 degrees West 225 feet to the Point of Beginning.

No boundary survey of the within land was made at the time of this conveyance, and the description of the within land is not different from previous deed(s).

FOR PRIOR TITLE, see Deed from Alvin F. Cannon and wife, Frances C. Cannon, to Cannon Partnership, a Tennessee general partnership, dated and recorded on December 22, 1999 in Book 5506, Page 390, in the Register's Office of Hamilton County, Tennessee. See also, Deed from Esperanza A. Rowell, unmarried, to Frances C. Cannon, dated August 5, 1998 and recorded on August 7, 1998 in Book 5155, Page 134, in the Register's Office of Hamilton County, Tennessee.

SCHEDULE B

PART I & II

Order Number: 20152487

I. Requirements:

Instruments in insurable form which must be executed, delivered, and duly filed for record:

1. NO OUTSTANDING DEEDS OF TRUST FOUND OF RECORD, PLEASE VERIFY.
2. Proper Deed of Warranty from CANNON PARTNERSHIP, a Tennessee general partnership, by SunTrust Bank in its capacities as Trustee of the Frances C. Cannon Family Trust and as Co-Executor of the Estate of Alvin F. Cannon, Managing General Partner to _____, must be placed of record in the Register's Office of Hamilton County, Tennessee, and any liens retained therein released.
3. Proper Affidavit as to Mechanics' and Furnishers' liens must be furnished this Office. PLEASE NOTE: In the event that any improvements on the herein described property are of new construction (having been completed within the last year), it will be necessary to comply with the "Notice of Completion Law" as provided for in Chapter 189, 2007 State Public Acts.
4. Proper payment of property taxes as set forth on Schedule B.
5. Proper Partnership Agreement for CANNON PARTNERSHIP, a Tennessee general partnership must be presented this Office.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - (f) Restrictions upon the use of the premises not appearing in the chain of title to the land.
 - (g) Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

SCHEDULE B

PART I & II

Order Number: 20152487

3. 2015 County Taxes are NOW DUE AND PAYABLE in the amount of \$4,654.38, BILL #9753.
2016 County Taxes are a LIEN, not yet due and payable.
2015 City Taxes are NOW DUE AND PAYABLE in the amount of \$3,886.51.
2016 City Taxes are a LIEN, not yet due and payable.
2015 Water Quality Fee is NOW DUE AND PAYABLE in the amount of \$691.20.
2016 Water Quality Fee is a LIEN, not yet due and payable.
Map and Parcel Number: 120N-C-002, Assessment: \$168,320.00.
4. The rights or claims of parties in possession under any outstanding, oral or written, lease or rental agreements.
5. Any governmental zoning and subdivision ordinances in effect thereon.
6. Right of ingress and egress as set out in Deed from Virgil L. Maston to Hamilton County, Tennessee recorded in Book 764, Page 478, in the Register's Office of Hamilton County, Tennessee.
7. United States of America (TVA) transmission line easements as set out in instrument recorded in Book 834, Page 444, in Book 834, Page 445, and in Book 834, Page 447, in the Register's Office of Hamilton County, Tennessee.
8. No insurance is afforded as to the acreage or square footage contained in the insured property.

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, and Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**The Title Guaranty and Trust Company of Chattanooga
Privacy Policy Notice**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of The Title Guaranty and Trust Company of Chattanooga.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

PRIVACY POLICY OF THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as the type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed.

In compliance with the GLBA, we do not share nonpublic personal information about a consumer with a nonaffiliated third party, unless allowed by law.

In compliance with the GLBA, our privacy practices regarding nonpublic personal financial information of consumers and customers (as defined by GLBA) are as follows, subject to any exceptions as permitted by law.

- We protect nonpublic personal information of customers and consumers.
- We allow access on need to know basis only. Only title company personnel who need to know can access the information. Examples may include bookkeepers, title examiners, title underwriter personnel, auditors, closers and their assistants, management, scanning personnel, and claims related investigation personnel, including but not limited to retained counsel.
- We allow customers and consumers to review their nonpublic personal information that we have collected, and we allow them to provide us with requests for amendment or deletion of such information, to which we will reasonably respond.
- We require consent from a proper party to the transaction to provide nonpublic personal information relating to that transaction. On closed files, we require a written instruction by a party.
- We have implemented a security procedure for protection of nonpublic personal information: we allow only authorized personnel to review the information, and we keep closed files in secure storage, with limited access, or we store the files on computer with limited password access.
- We generally do not keep copies of credit reports, loan applications, and tax returns on consumers and customers.
- We don't share copies of owner's policies of customers on residential transactions, unless at the request of the insured owner.
- If we share starter title information, we don't share nonpublic personal information, such as sales price (unless it is public information)', policy numbers, or amount of insurance on owner's policies issued to customers.
- We don't share nonpublic personal information, such as social security numbers, shown on affidavits of identity.
- We periodically inform our personnel about our policy.

We don't share nonpublic personal information with independent contractors, unless there is a need to process the transaction as allowed by law, and the contractors agree in writing not to further share the information.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Hamilton County, Tennessee

Unofficial Property Card

Location 5012 HWY 58 Property Type 08	Property Account Number 47237 Land Use 547	Parcel ID 120N C 002 District CITY
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Current Property Mailing Address

Owner CANNON PARTNERSHIP C/O SUNTRUST BANK MC6500 Address P O BOX 305110	City NASHVILLE State TN Zip 37230-5110
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Current Property Sales Information

Sale Date 12/22/1999 Sale Price \$0	Legal Reference 5506-0390 Grantor(Seller) CANNON FRANCES C
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Current Property Assessment

Building Value \$236,800
Xtra Features Value \$8,400
Land Value \$175,600
Total Value \$420,800
Assessed Value \$168,320

Narrative Description

This property is classified as COMMERCIAL with a(n) RETAIL STORE style structure on this card, built about 1984 with 4,000 square feet. Total square footage for all structures on this property is 6,336.

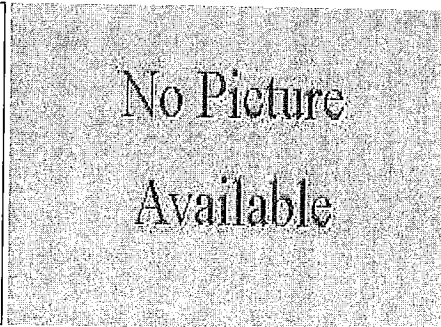
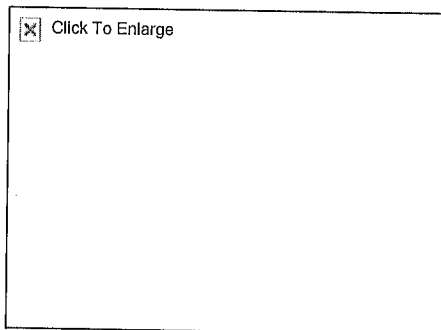
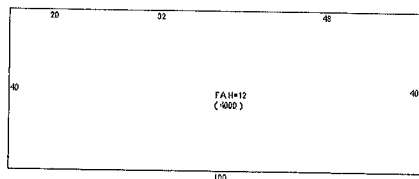
Land Description

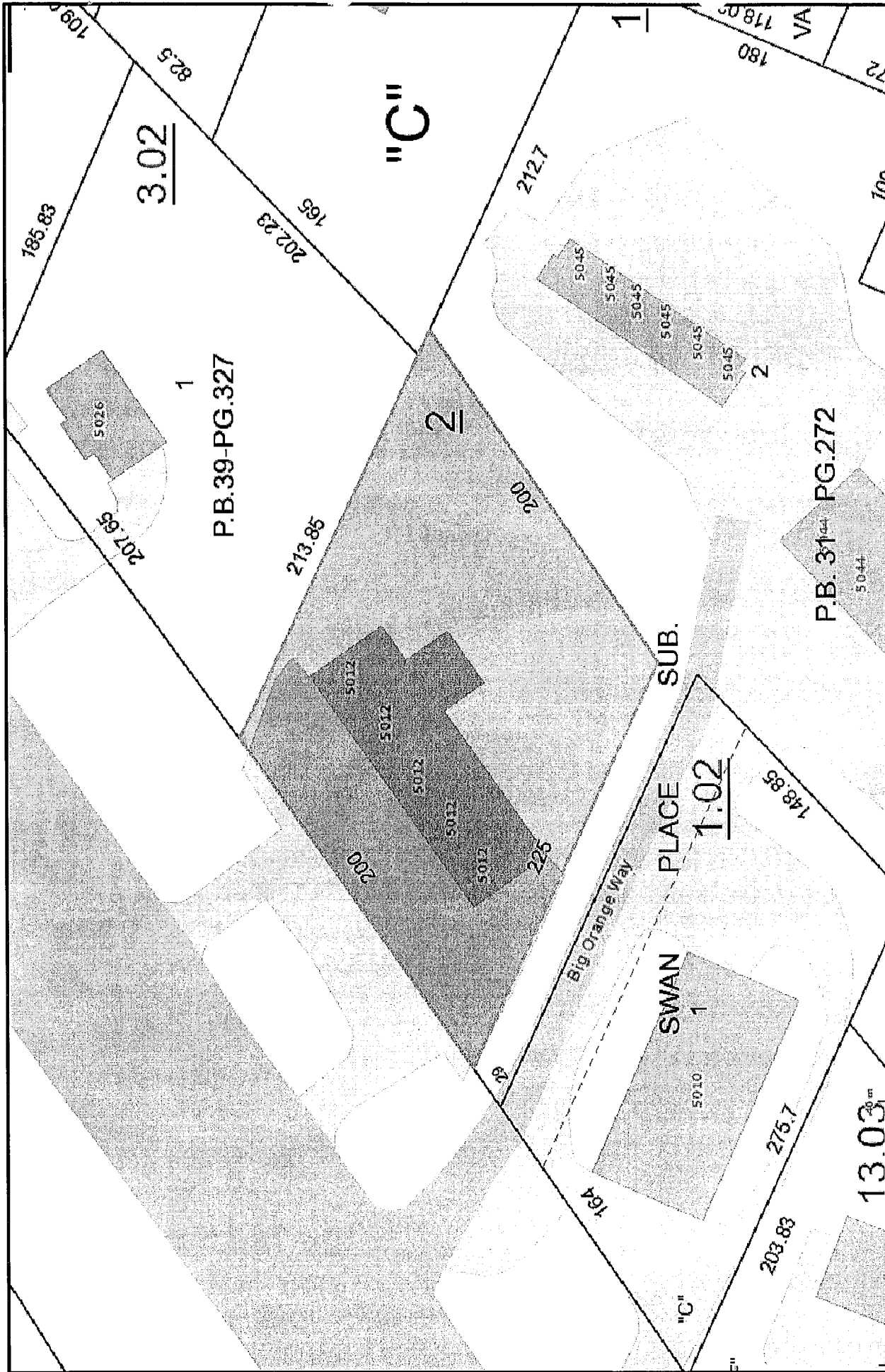
The total land area of this property is (200 X 225 IRR).

Legal Description

SE 1/4 SEC 20 TWP 5 R-3

Property Images





Printed: Oct 15, 2015

The Map Title

The Subtitle

HCGGIS

Disclaimer: This map is to be used for reference only. It is not to be used for any other purpose. The user of this map is responsible for determining the accuracy of the information shown on this map. The user of this map is responsible for determining the accuracy of the information shown on this map.



Hamilton County Trustee
Property Tax Inquiry

Bill Hullander - Hamilton County Trustee

210 Courthouse @ 625 Georgia Ave.
 Chattanooga, TN 37402

Phone: (423) 209-7270 Fax: (423) 209-7271

Office Hours: Mon - Fri 8:00am-4:00pm except these holidays

Hamilton County Tennessee
A great place to work and live.

- ➔ [Trustee Home](#)
- ➔ [Satellite Location Directions](#)
- ➔ [General Property Tax FAQs](#)
- ➔ [Current Property Tax Rates](#)
[Email the Trustee](#)
- ➔ [2014 Tax Roll File](#)
- ➔ [Delinquent File Download](#)

Trustee - Tax Bill

Return to Property Details

Printing Tips

State Grid	120N C 002	Flags	None
District	Chattanooga (1)		
Property Address	5012 HWY 58		

Bill Type	Real Property	Bill Year	2015
Status	Active	Bill #	9753
Mailing Address	CANNON PARTNERSHIP C/O SUNTRUST BANK MC6500 P O BOX 305110 NASHVILLE TN, 37230	Assessment	\$168,320.00
Legal Desc	1. SE 1/4 SEC 20 TWP 5 R-3 2. 3. 4.		

Other Links

- [County Officials & Departments](#)
- [Hamilton County Assessor](#)
- [Hamilton County Register Of Deeds](#)

Billing Information

Date	Transaction Type	Fee Type	Amount
9/23/2015	Tax Billing	County Tax	\$4,654.38

Total Due \$4,654.38

IF PAID BY 2/29/2016 U S POSTMARK ACCEPTED

Make Payment

MAKE CHECKS PAYABLE AND MAIL TO:

HAMILTON COUNTY TRUSTEE
 625 Georgia Ave., Room 210
 Chattanooga, TN 37402-1494

Send any suggestions about this site to [County Webmaster](#)
 © 2015, General Government of Hamilton County

Chattanooga Tax Bill

State Grid	120N C 002	Flags	
Property Address	5012 HWY 58		
Bill #	0011441		
Bill Type	Real Property	Bill Year	2015
Status	Active		
Owner Name	CANNON PARTNERSHIP		
Mailing Address	P O BOX 305110 NASHVILLE TN 37230	Assessment	\$168,320.00

Billing Information

Year	Transaction Type	Fee Type	Amount
2015	Tax Billing	City Tax	\$3,886.51
2015	Tax Billing	City Water Quality Fee	\$691.20
Total Due			\$4,577.71

Amount due changes monthly; must be paid by 2/28/2016 US Postmark accepted; Or Pay Online.

LT&E #980813

Instrument: 1998080700036
Book and Page: GI 5155 134
Conveyance Tax \$1,369.00
Deed Recording Fee \$8.00
Data Processing Fee \$2.00
Probate Fee \$1.00
Total Fees \$1,380.00
User: KLYNN
Date: 07-AUG-1998
Time: 09:03:14 A
Contact: Pam Hurst, Register
Hamilton County Tennessee

WARRANTY DEED

File
LEGAL TITLE AND ESCROW, INC.
737 Market Street
Chattanooga, Tennessee 37402
(423) 756-4154

Prepared by:
ROBERT L. BROWN, Attorney
737 Market Street
Chattanooga, Tennessee 37402

Date: August 5, 1998

In consideration of Ten Dollars (\$10.00) and other considerations, the receipt and sufficiency of which are hereby acknowledged, **ESPERANZA A. ROWELL, unmarried**, hereinafter called Grantor, hereby grants and conveys to **FRANCES C. CANNON**, hereinafter called Grantee, the following property:

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being a part of the Southeast Quarter of Section 20, Township 5, Range 3, West of the Basis Line, Ocoee District, and being more particularly described as follows: BEGINNING at a point in the southeastern line of Highway No. 58 at an iron pin located 185 feet northeastwardly along said line from the southern line of said Section 20; thence North 56 degrees East along the southeastern line of Highway No. 58, 200 feet to an iron pin; thence South 67 degrees East 225 feet to an iron pin; thence South 56 degrees West 200 feet to an iron pin; thence North 67 degrees West 225 feet to the Point of Beginning.

60
For prior title, see Deeds recorded in Book 2193, page 532, and Book 3826, Page 301, in the Register's Office of Hamilton County, Tennessee.

01029
The foregoing description was taken from prior Deed and survey by BMS Land Surveyors.

This conveyance is made subject to the following:

Taxes for 1998 which Grantee assumes and agrees to pay when due.

Conveyance of access in Deed from Virgil L. Maston to Hamilton County, Tennessee recorded in Book 764, Page 478, said Register's Office.

TVA transmission line easements recorded in Book 834, Page 444, and Book 834, Page 445, said Register's Office.

(see 2193/532 for T&T wording)

11

TO HAVE AND TO HOLD said property and all rights appurtenant to said property to Grantee forever in **FEE SIMPLE**.

Grantor warrants and represents that Grantor is lawfully seized and possessed of said property, has full power and lawful authority to convey same, that the Grantor's title is marketable, clear, free and unencumbered except as set forth herein, and that Grantor will forever defend the title to said property against the claims of all persons whomsoever.

ERB jee

5159/134

IN WITNESS WHEREOF, Grantor has signed this Deed as of the date shown above.

Esperanza A. Rowell
Esperanza A. Rowell, unmarried

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Esperanza A. Rowell with whom I am personally acquainted, or identified to me by satisfactory evidence, and who acknowledged that he executed this instrument.

WITNESS my hand this 5th day of August, 1998.

Robert L. Brown
Notary Public

Date of Expiration of Commission:

12-19-2001

STATE OF TENNESSEE

COUNTY OF HAMILTON

The undersigned Grantee hereby swears or affirms that the actual consideration for this transfer, or the value of property transferred, whichever is greater, is \$370,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Frances C. Cannon
Frances C. Cannon

Signed and sworn to or affirmed before me this 5th day of August, 1998.

Robert L. Brown
Notary Public

Date of Expiration of Commission:

12-19-2001

Address of Grantee
Frances C. Cannon
5321 Highway 58 North
Chattanooga, Tennessee 37416

Mail Tax Notice To:
SAME

Tax Map Parcel No.
120N-C-002

QUITCLAIM DEED

This instrument was prepared by Fred E. Wheat, Attorney, 707 Georgia Avenue Chattanooga, Tennessee. 37402

File
Pioneer Rev.

Grantee's address:	Mail tax bills to:	Tax Map No.
Esperanza A. Rowell 3408 Elder Mtn. Rd. Chattanooga, Tn. 37419	(same)	120N-C-002

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR and other good and valuable considerations paid, the receipt and sufficiency of all of which is hereby acknowledged; I, WILLIAM G. ROWELL, unmarried, do hereby release, remise and forever quitclaim unto ESPERANZA A. ROWELL, all my right, title and interest in and to the following described real estate in the City of Chattanooga, Hamilton County, Tennessee:

BEING a part of the Southeast Quarter of Section Twenty (20), Township Five (5), Range Three (3), West of the Basis Line, Ocoee District, and being more particularly described as follows: BEGINNING at a point in the southeastern line of Highway No. 58 at an iron pin located 185 feet northeastwardly along said line from the southern line of said Section 20; thence north 56 deg. east along the southeastern line of Highway No. 58, 200 feet to an iron pin; thence south 67 deg. east 225 feet to an iron pin; thence south 56 deg. west 200 feet to an iron pin; thence north 67 deg. west 225 feet to the POINT OF BEGINNING.

Source of Grantor's title is deed of record in Book 2193, page 532, and the description contained in this deed is identical to that contain in deed of record in Book 2193, page 532, all in the Register's office of Hamilton County, Tennessee.

Subject to rights of ingress and egress as set out in deed of Hamilton County recorded in Book 764, page 478, in the Register's office of Hamilton County, Tennessee.

WITNESS my hand this the 14th day of March, 1991.

William G. Rowell
William G. Rowell, Unmarried

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, WILLIAM G. ROWELL, unmarried, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand, at office, this the 14th day of March, 1991.

Fred E. Wheat
Notary Public

My commission expires:

12-7-94

02 1050170



BOOK 3826 PAGE 302

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, the grantee herein hereby swear or affirm that the actual consideration for this transfer or value of the property transferred which is greater is \$ NONP which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Esperanza A. Rowell
Esperanza A. Rowell

Subscribed and sworn to before me
this the 14th day of March, 1991.

Freida Hancock Notary Public

My commission expires 12-2-94

NO TRANSFER TAX DUE
SARAH P. DEFRIESE
County Register

008721 0000 0.00 **5.00

008721

SARAH P. DEFRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'91 MAR 18 AM 9 45

BY: R. Linn
DEPUTY

RECPT. # 464478

Instrument: 1999122200179
Book and Page: G1 5506 390
Deed Recording Fee \$32.00
Data Processing Fee \$2.00
Probate Fee \$1.00 XMP
Total Fees \$34.00
User: KSPRIELL
Date: 22-DEC-1999
Time: 11:44:44 A
Contact: Pam Hurst
Hamilton County Tennessee

LT&E File #99-528.wmm

QUITCLAIM DEED

File LEGAL TITLE AND ESCROW, INC.
737 Market Street
Chattanooga, Tennessee 37402
(423) 756-4154

Prepared by:
Robert L. Brown, Attorney
737 Market Street
Chattanooga, Tennessee 37402

Print to: Terry R. Cavitt
300 McCallie Avenue
Chattanooga, TN 37414

Date: December 22nd, 1999

In consideration of Ten Dollars (\$10.00) and other considerations, the receipt and sufficiency of which are hereby acknowledged, Alvin F. Cannon and wife, Frances C. Cannon, hereinafter called Grantors, hereby grant and convey to Cannon Partnership, a Tennessee general partnership, hereinafter called Grantee, the following property:

All those tracts or parcels of land being described on Exhibit A attached hereto

Grantors and Grantee acknowledge that this Deed was prepared from information furnished by them. No title examination has been made and neither Robert L. Brown, Terence L. Morris nor Legal Title and Escrow, Inc. shall have any liability for the status of title to the property or for the accuracy of such information.

TOGETHER WITH all rights appurtenant to said property to Grantee forever in FEE SIMPLE.

IN WITNESS WHEREOF, Grantors have signed this Deed as of the date shown above.

Alvin F. Cannon
Alvin F. Cannon

Frances C. Cannon
Frances C. Cannon

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Alvin F. Cannon and wife, Frances C. Cannon with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the foregoing instrument as their free act and deed.

WITNESS my hand this 22nd day of December, 1999.

Terry R. Cavitt
Notary Public (Seal)

Date of Expiration of Commission: 12-31-2000

5506/390

STATE OF TENNESSEE

COUNTY OF HAMILTON

The undersigned Grantee hereby swears or affirms that the actual consideration for this transfer, or the value of property transferred, whichever is greater, is \$-0-.

Cannon Partnership, a Tennessee general partnership

By: Alvin F. Cannon, Managing General Partner

Signed and sworn to or affirmed before me this 22nd day of December, 1999.

John C. [Signature]

Notary Public (Seal)

Date of Expiration of Commission: 12-21-2000

<u>Name and Address of Grantee</u>	<u>Tax Bills To:</u>	<u>Tax Map Parcel No.</u>
Cannon Partnership 5321 Hwy 58 Chatt TN 37416	Same	See Exhibit A

All those tracts or parcels of land lying and being in Hamilton County, Tennessee and being further described as follows:

Tract One:

Tax Map Nos. 150A-B-002.05; 150A-B-002.04; 150A-B-002.03; 150A-B-002.02; 150A-B-002.01; 150A-B-002

All those tracts parcels of land lying and being in the Second Civil District, Hamilton County, Tennessee being Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) of Cannon Woods Subdivision as shown by plat recorded in Plat Book 44, Page 19, Register's Office of Hamilton County, Tennessee

For prior title, see deed recorded in Book 3481, Page 184, Register's Office of Hamilton County, Tennessee.

Tract Two:

Tax Map No. 120K-A-004

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being more particularly described as follows:

From the northeast corner of Southwest Quarter of the Northeast Quarter of Section 20, Township 5, South Range 3, West run South 68 degrees East 400 feet to corner Peter Johnson's fence; thence South 22 degrees West 540 feet to Dock Johnson's northwest corner which is the beginning corner of the land herein conveyed; thence South 68 degrees East with line between Dock Peter Johnson 418 feet to rock corner near north side of Turkey Foot Pike; thence South 22 degrees West 312 feet to a corner; thence North 68 degrees West 418 feet; thence North 22 degrees East 312 feet to the beginning corner.

Being the same property conveyed by deed recorded in Book 3481, Page 182, said Register's Office.

Tract Three:

Tax Map No. 073G-A-009

All that tract or parcel of land lying and being in the Third Civil District of Hamilton County, Tennessee being further described as follows:

Beginning at an angle iron in the Eastern line of Johnson Road at the Northwest corner of a tract conveyed to Charles J. Smith by deed recorded in Book 1875, Page 132, said Register's Office; thence running Northwardly along the eastern line of North Johnson Road 102 feet to an iron pin; thence South 87 degrees 38 minutes East 1,543.2 feet to an iron pin in the western line of the Chattanooga-Dayton Pike; thence southwardly along said Pike 450 feet more or less, to a point; thence North 87 degrees 38 minutes West 430.4 feet to a point; thence North 86 degrees 50 minutes West 630.87 feet to a stone; thence North 87 degrees 17 minutes West 278.8 feet to a point in the eastern line of North Johnson Road; thence northwardly along the North Johnson Road 211.4 feet to an iron pin in the southwest corner of the Charles J. Smith tract above referred to; thence South 87 degrees 20 minutes East 469 feet to an angle iron; thence North 46 degrees East 92.5 feet to an angle iron; thence North 87 degrees 20 minutes West 469.3 feet to an angle iron in the eastern line of North Johnson Road, the point of beginning.

Being the same property conveyed by deed recorded in Book 2143, Page 359, said Register's Office.

Tract Four:
Tax Map No. 138M-A-001

Book and Page: 01 5506 393

All that tract or parcel of land lying and being in Hamilton County, Tennessee, being more particularly described as follows: Being the eastern five hundred (500) feet of Tract Nine (9), of the Subdivision of the land of Mr. and Mrs. John Baldwin, as shown by plat of record in Plat Book 15, Page 12, of the Register's Office of Hamilton County, Tennessee. According to said plat, said part of tract is more particularly described as follows: Beginning at a point in the western line of Hickory Valley Highway at the northeastern corner of Tract 8 of said subdivision; and thence North 52 degrees West along the dividing line of Tracts 9 and 8, 500 feet to a point; thence about North 23 degrees 30 minutes east across said Tract 9, 303 feet to a point in the northern line of said Tract 9; thence South 62 degrees east along said line 500 feet to a point in the western line of Hickory Valley Highway; thence about South 23 degrees 30 minutes West 303 feet to the point of beginning.

Being the same property conveyed by deed recorded in Book 3219, Page 297, said Register's Office.

Tract Five:
Tax Map No. 120I-B-018; 120I-B-017

All those tracts or parcels of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lots Twenty-Five (25) and Twenty-Six (26), Bal Harbor, as shown by plat recorded in Plat Book 25, Page 55, said Register's Office.

Being the same property conveyed by deed recorded in Book 3481, Page 173, said Register's Office.

Tract Six:
Tax Map No. 120I-B-019

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Twenty-Seven (27), Bal Harbor, as shown by plat recorded in Plat Book 25, Page 55, said Register's Office.

Being the same property conveyed by deed recorded in Book 3437, Page 11, said Register's Office.

Tract Seven:
Tax Map No. 028-027

All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee being further described as follows:

Beginning at an iron pin located in the West 1/4 of Section 16 where intersected by the Southern line of the Bowater Tract (formerly Hivassess Land Company) as described in Deed of record in Book 2615, Page 48, in the Register's Office of Hamilton County, Tennessee, and the Northwest corner of the following described property; thence along the Southern line of the Bowater tract, South 66 degrees 30 minutes East, a distance of 1,357.54 feet to a post; thence South 64 degrees 28 minutes 03 seconds East, a distance of 318.03 feet to an iron pin located in the Western line of Parker Loop Road; thence South, Southwestwardly and Westwardly along Parker Loop Road the following calls and distances: South 16 degrees 29 minutes 59 seconds West, 114.37 feet to a point; South 08 degrees 13 minutes 05 seconds West, 150.53 feet to a point; South 08 degrees 13 minutes 05 seconds West, 86.34 feet to a point; along a curve to the right (having a radius of 190.68 feet, length of 134.17 feet, chord of 111.42 feet, chord bearing of South 28 degrees 22 minutes 38 seconds West, Delta angle of 40 degrees 19 minutes 04 seconds, and tangent of 70 feet), a distance of 116.6 feet to a point; South 48 degrees 32 minutes 10 seconds West, 80.50 feet to a point; South 48 degrees 32 minutes 10 seconds West, 161.90 feet to a point; South 39 degrees 56 minutes 49 seconds West, 118.14 feet to a point; South 39 degrees 56 minutes 49 seconds West, 71.55 feet to a point; South 30 degrees 58 minutes 06 seconds West, 206.71 feet to a point; South 30 degrees 58 minutes 06 seconds West, 6.58 feet to a point; South 36 degrees 07 minutes 36 seconds West, 210.13 feet to a point; South 57 degrees 04 minutes 41 seconds West, 72.27 feet to a point; South 88 degrees 13 minutes 38 seconds West, 63.71 feet to a point; North 68 degrees 09 minutes 05 seconds West, 631.63 feet to a point; North 68 degrees 09 minutes 05 seconds West, 53.57 feet to a point; North 68 degrees 36 minutes West, 532.73 feet to a point; along a curve to the right (having a radius of 116.97 feet, length of 165.47 feet, chord of 152.02 feet, chord bearing of North 28 degrees 04 minutes 18 seconds West, Delta angle of 81 degrees 03 minutes 27 seconds, and tangent of 100 feet), a distance of 130.01 feet to a point; North 12 degrees 27 minutes 26 seconds East, 262.3 feet to a point; North 12 degrees 27 minutes 26 seconds East, 93.15 feet to a point; along a curve to the right (having a radius of 569.99 feet, length of 99.74 feet, chord of 99.62 feet, chord bearing of North 17 degrees 28 minutes 14 seconds East, Delta angle 10 degrees 01 minute 35 seconds, and tangent of 50 feet), a distance of 95.37 feet to a point; North 22 degrees 29 minutes 01 second East, 105.87 feet to a point; North 22 degrees 29 minutes 01 second East, 141.93 feet to a point; North 12 degrees 43 minutes 30 seconds East, 69.28 feet to a point; thence leaving Parker Loop Road and running along the West line of Section 16, North 22 degrees 45 minutes 07 seconds East, a distance of 575.08 feet to the point of beginning. Shown as Tracts 12-20 on Boundary Survey by Jimmy L. Richmond, dated April 18, 1995, revised May 26, 1995.

Being the same property conveyed by deed recorded in Book 4516, Page 376, said Register's Office.

Tract Eight:
Tax Map No. 059N-A-010

All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee being Lot Ten (10), Ware Branch Cove P.U.D., Unit I, as shown by plat recorded in Plat Book 32, Page 145-1 in the Register's Office of Hamilton County, Tennessee.

Being the same property conveyed by deed recorded in Book 3482, Page 388, said Register's Office.

TOGETHER WITH the rights granted to the Purchasers (as said term is therein defined) by that certain Amendment to Private Road Agreement dated October 7, 1978, recorded in Book 2554, Page 922, said Register's Office.

TOGETHER WITH the right of Grantee, its successors and assigns to free and uninterrupted use of that private road connecting Hinkle Drive (as defined in the above-mentioned Amendment to Private Road Agreement) with Ware Branch (Thatch) Road described in deed recorded in Book 989, Page 590, said Register's Office.

Tract Nine:
Tax Map No. 1200-H-025.05

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being

Beginning at the Northwest (N.W.) corner of hereinabove said Tract 2; thence N 82 deg. 13' 18" E, 475.85' to a point; said point being located on the North-South Quarter, Quarter (N-S1/4, 1/4) Line of hereinabove said Quarter section, and also the Northeast (N.E.) corner of said Tract 3; thence S 23 deg. 00' 10" W, along said Quarter Line, 340.03' to a point; said point being the Southeast (S.E.) corner of said Tract 3, and also the Northeast (N.E.) corner of hereinabove said Tract 2; thence N 68 deg. 32' 42" W, 77.39' to a point; thence S 26 deg. 00' 02" W, 37.63' to a point; thence N 71 deg. 00' 24" W, 52.03' to a point; thence S 23 deg. 16' 35" W, 37.67' to a point; thence N 83 deg. 41' 23" W, 64.51' to a point; thence N 54 deg. 48' 17" W, 69.78' to a point; thence N 11 deg. 32' 16" E, 95.00' to a point; thence N 32 deg. 32' 38" W, 155.87' to the point of beginning, said point also being the Northwest (N.W.) corner of said Tract 3.

This Tract contains 2.230 Acres, more or less.

Being part of the property conveyed by deed recorded in Book 3825, Page 108, said Register's Office.

Tract Ten:
Tax Map No. 109F-F-001

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being further described as follows:

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being the same property described as Tracts 1, 2, 3 and 4 in Deed from Tennessee Title Company, Trustee to A. Mark Slater, Trustee, at all recorded in Book 2072, Page 299 in the Register's Office of Hamilton County, Tennessee, said property being more particularly described as follows: BEGINNING at a point in the northeast line of Delashmitt Road at the Southwest corner of Lot 36, West Dupont Village Subdivision, as shown by plat of record in Plat Book 17, Page 43 in the Register's Office of Hamilton County, Tennessee, thence along the West line of West Dupont Village Subdivision, on a bearing of North 8 degrees 53 minutes East (according to Subdivision plat this bearing is North 7 degrees 44 minutes East) 356.4 feet to the Northeast corner of Tract 1 in Deed recorded in Book 2072, Page 299, said Register's Office, this corner being the Southernmost corner of property conveyed by Tennessee Title Company of Chattanooga, Inc., Trustee to Evelyn Montgomery by Deed recorded in Book 1644, Page 326, said Register's Office; thence along the common line of said Tract 1 and the said Montgomery property, on a bearing of North 53 degrees 10 minutes West (according to Deed recorded in Book 1644, Page 326, said Register's Office, North 55 degrees 07 minutes West) a distance of 54.8 feet to the Northwest corner of Tract 1; thence along the Northwest line of said Tract South 32 degrees 49 minutes West 16.04 feet, more or less, to a point located 16 feet Southwestwardly of the northwest corner of Tract 1 above described, if measured at right angles thereto, said point being the Northeast corner of Tract 2 in Deed recorded in Book 2072, Page 299, said Register's Office; thence along the Northeast lines of Tracts 2, 3 and 4 set out in said Deed, along a line parallel with and 16 feet Southwestwardly from the Southwest line of said Evelyn Montgomery property above referred to, if measured at right angles, on a bearing of North 53 degrees 10 minutes West (according to said Montgomery Deed North 55 degrees 07 minutes West) a distance of 224.2 feet, more or less, to the Northwest corner of Tract 4 in Deed recorded in Book 2072, Page 299, said Register's Office, this corner being the Northeast corner of property conveyed by Tennessee Title Company of Chattanooga, Inc., Trustee to James V. Kilgore and George H. Kilgore, Trustees by Deed recorded in Book 1582, Page 283, said Register's Office, thence along the common line of said Tract 4 and the said Kilgore, Trustees property, on a bearing shown on survey by Glenn P. Gatlin, DWG. No. 12-21-72, Revised January 18, 1979,

of South 49 degrees 13 minutes West (according to deed recorded in Book 2072, Page 299, said Register's Office, to be South 53 degrees 7 minutes West and according to deed recorded in Book 1587, Page 283, said Register's Office, to be South 52 degrees 30 minutes West) a distance, according to said survey, of 282.36 feet to a point in the Northeast line of Delashmitt Road, this point being the Southeast corner of Kilgore property described in Book 1582, Page 283, said Register's Office; thence Southeastwardly along the Northeast line of said road as follows: South 37 degrees 21 minutes East 96.9 feet to the common corner of Tracts 4 and 3 in deed recorded in Book 2072, page 299, said Register's Office; South 49 degrees 13 minutes East 106.8 feet to the common corner of Tracts 3 and 2; South 54 degrees East 107.2 feet to the common corner of Tracts 2 and 1 and South 55 degrees 47 minutes East 199.1 feet (in all a distance of 510 feet along the northeast line of Delashmitt Road) to the point of beginning.

Being the same property conveyed by deed recorded in Book 3481, Page 186, said Register's Office.

Tract Eleven:
Tax Map No. 099M-B-011

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Nine (9), Revision of Ford Place, as shown by plat recorded in Plat Book 23, Page 47, said Register's Office.

Being part of the property conveyed by deed recorded in Book 3436, Page 992, said Register's Office.

Tract Twelve:
Tax Map No. 157C-A-025

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Fifteen (15), Block Five (5), Forrest Place, as shown by plat recorded in Plat Book 8, Page 14, said Register's Office. According to said plat said lot fronts 50.5 feet on the South line of Midland Pike, and extends back southwardly between parallel lines 135 feet to an alley.

Being the same property conveyed by deed recorded in Book 3481, Page 171, said Register's Office.

Tract Thirteen:
Tax Map No. 157C-A-026

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Sixteen (16), Block Five (5), Forest Place, as shown by plat recorded in Plat Book 8, Page 14, said Register's Office. According to said plat said lot fronts 50.5 feet on the south line of Midland Pike, and extends back southwardly between parallel lines 135 feet to an alley.

Being the same property conveyed by deed recorded in Book 3481, Page 169, said Register's Office.

Tract Fourteen:
Tax Map No. 109E-L-028

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Four (4), Hixson Heights Revised, as shown by plat recorded in Plat Book 23, Page 107, said Register's Office.

Being part of the property conveyed by deed recorded in Book 3436, Page 992, said Register's Office.

Tract Fifteen:

Tax Map Nos. 126C-E-017 and 126 C-E-016

All those tracts or parcels of land lying and being in the Third Civil District of Hamilton County, Tennessee being Lots "A", "B", "C" and "D", Peterson and Jensen's Subdivision of Lots 95 and 96, Smartt, Edmondson and Coker Tracts, as shown by plat recorded in Plat Book 9, Page 28, said Register's Office.

Being the same property conveyed by deed recorded in Book 3481, Page 162, said Register's Office.

Tract Sixteen:

Tax Map No. 120N-C-002

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being a part of the Southeast Quarter of Section 20, Township 5, Range 3, West of the Basis Line, Ocoee District, and being more particularly described as follows:

BEGINNING at a point in the southeastern line of Highway No. 58 at an iron pin located 185 feet northeastwardly along said line from the southern line of said Section 20; thence North 56 degrees East along the southeastern line of Highway No. 58, 200 feet to an iron pin; thence South 67 degrees East 225 feet to an iron pin; thence South 56 degrees West 200 feet to an iron pin; thence North 67 degrees West 225 feet to the Point of Beginning.

Being the same property conveyed by deed recorded in Book 5155, Page 134, said Register's Office.

RECORD BOOK 764

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E.K. Approved OBR. J. Nelson.

Attest: A. H. Reddall
A. H. Reddall, Assistant Secretary.

STATE OF NEW YORK
COUNTY OF NEW YORK Before me, Elizabeth Dalrymple, a Notary Public, within and for said County and State of New York, duly commissioned and qualified, personally appeared W. B. Parsons, and A. H. Reddall, with whom I am personally acquainted, and who upon their several oaths, acknowledged themselves to be, respectively the Vice President, and Assistant Secretary of The Equitable Life Assurance Society of The United States, the within named bargainor, a corporation, and that they as such Vice President, and Assistant Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said W. B. Parsons, subscribing thereto the name of the corporation by himself as such Vice President, and by the said A. H. Reddall affixing and attesting thereon the corporate seal.

Witness my hand and Notarial seal at my office in said County and State, this the 20th day of July, 1938.

x
Elizabeth Dalrymple
Elizabeth Dalrymple, Notary Public, New York County Elizabeth Dalrymple
N. Y. x Notary Public, New York Co. No. 281,
Ref. No. 9-D-271. Kings Co. No. 41, Ref.
x No. 9145, Term Expires March 30, 1939.

STATE OF TENNESSEE
HAMILTON COUNTY The above Instrument and certificate were filed July 23, 1938, at 12:55 P. M. entered in Note Book No. 33, Page 522, and recorded in Book 764, Page 477 et seq.

Witness my hand at office in Chattanooga, Tenn.
William Thurston Register
A. Pope Dept. Rec.

x
WARRANTY DEED

T50-22.

FOR AND IN CONSIDERATION of the sum of One Hundred, Twelve and 50/100 (\$112.50) dollars, cash in hand paid, the receipt of which is hereby acknowledged, I, Virgil L. Maston, single, have this day bargained and sold, and by these presents do transfer and convey unto Hamilton County, Tennessee, the following described tract or parcel of land, lying and being in the Second Civil District of Hamilton County, Tennessee, and more particularly bounded and described as follows:

A strip of land 250 feet wide, lying 125 feet on each side of the center line of the relocation of "Tennessee State Highway No. 53, Bonny Oaks Road to Harrison", through the land of Virgil L. Maston, approximately 2.7 miles East of the Chickamauga Dam, said center line being more particularly described as follows:

BEGINNING at a point where the center line of the relocation crosses the North line of Virgil L. Maston's land, which is the South line of Ed Ware, Sr., Heirs' land, at survey station 117 / 53, on a 0 Degree and 30 Minute Curve on the center line of the relocation (the P. T. of the curve being at survey station 131 / 77.26, and the bearing of the tangent ahead of the P. T. being N. 47° 43' 30" E.) said Point being S. 66° 30' E. 510 feet from a corner of the lands of Virgil L. Maston, Joe Hixson, and the Ed Ware, Sr. Heirs, thence, with the 0 Degree and 30 Minute Curve on the center line, in a Southwesterly direct on, 389 feet to a point where the center line of the relocation crosses the center line of a farm road, which is the South line of Virgil L. Maston's land, and is the North line of H. C. Wingate's land, at survey station 113 / 80, said point being S. 66° 36' E. 314 feet from a corner of the lands of Virgil L. Maston, H. C. Wingate, and Joe Hixson.

The above described strip of land contains 2.2 acres, more or less.
Furthermore, the title acquired to the above described parcel of land is to be subject to a right of access over a strip of land 20 feet wide, lying 10 feet on each side

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of the center line which is generally described as follows: Beginning at a point in the center line of a farm road which is Virgil L. Maston's south line, said point being 125 feet southeast of and opposite survey station 114 & 65 on the center line of the relocation, thence, with a curve to the left and then a curve to the right, in a westerly and a northwesterly direction, approximately 285 feet to survey station 112 & 60 on the center line of the relocation; thence, with a tangent, at right angles to the center line of the relocation, in a northwesterly direction, approximately 150 feet to a point; thence with a curve to the left, in a northwesterly direction, approximately 120 feet to a point, in the center line of the above mentioned farm road at a corner of the lands of Virgil L. Maston, H. C. Vincent, and Joe Hixson, said point being approximately 260 feet northwest of and opposite survey station 112 & 65 on the center line of the relocation.

Being a part of the same property conveyed by Howard H. Karr, single, to Virgil L. Maston, by deed dated March 26, 1932, registered in Book I, Volume 28, Page 646 of the Registrar's Office of Hamilton County, Tennessee.

On behalf of ourselves, our successors, heirs and assigns, and as a part of the consideration of this indenture, we hereby release, grant, bargain, and sell to Hamilton County, Tennessee, its successors and assigns, any easement of access to ^{and} any right of ingress or egress to or from, the said tract or parcel of land, and we covenant with Hamilton County, Tennessee, its successors and assigns, that we will forever refrain from assert-

ing any easement of access to or any right of ingress or egress to or from the said tract or parcel of land, which covenants is hereby declared to be a real covenant running with the lands owned by us adjoining the said tract or parcel of land, and is binding on us, our successors or assigns.

TO HAVE AND TO HOLD the said tract or parcel of land to the said Hamilton County, Tennessee, its successors and assigns in fee simple forever.

We covenant with the said Hamilton County, Tennessee, that we are lawfully seized and possessed of said tract or parcel of land, have a good and lawful right to convey the same, that the same is free from all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for the conveyance of the above described land, and in full payment of all damages to the remaining portions of our property which may arise out of the construction of a highway on the land above described.

In witness of all of which we have hereunto subscribed our names on this the 26 day of July, 1938.

Internal Revenue Stamp 50¢ attached and canceled. Virgil L. Maston

STATE OF TENNESSEE

COUNTY OF HAMILTON On this 26th day of July, 1938, before me personally appeared Virgil L. Maston, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand, at office, this 26th day of July, 1938.

x x

C. P. Garrett

C. P. Garrett, Notary Public, Claiborne Co. Tenn.

Notary Public

x My commission expires Jan. 10, 1939

I certify I have qualified in Hamilton County, as a Notary Public, as provided in Chapter 183, Public Acts 1935.

STATE OF TENNESSEE

HAMILTON COUNTY The above instrument and certificate were filed July 29, 1938, at 1:06 P. M. entered in Note Book No. 30, Page 522, and recorded in Book 764, Page 479 et seq.

Witness my hand at office in Chattanooga, Tenn.

Walter J. ...
A. Pope
Dept. Reg.

444

x x x x x x x x x x x x x x x x
Lewis H. Conner Notary Public x
Hamilton Co Tenn x
x x x x x x x x x x x x x x x x

Lewis H. Conner

Notary Public

My commission expires January 6, 1944

State of Tennessee

Hamilton County The above Instrument and certificate were filed Mar 23, 1942 at 9:56

A.M. entered in Note Book No 37 Page 420 and recorded in Book 834 Page 442

Witness my hand at office in Chattanooga, Tenn.

WILKES T. THRASHER Register

A. Pope

Dept Reg

x
Grant of Transmission Line Easement
HCHR-2

For and in consideration of the sum of Fifty and 00/100ths Dollars (\$50.00) cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned, Charles Armstrong and wife, Loma Armstrong, have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer and convey unto the United States of America, a permanent easement and right-of-way, for the following purposes, namely; the perpetual right to enter and to erect, ^{maintain} repair, rebuild, operate, and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission line structures, wires, cables, and any necessary appurtenances; the right to clear said right-of-way and keep the same clear of brush, timber, inflammable structures and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way, all over, upon across and under the following described land, to wit:

A certain tract or parcel of land situated in the Second Civil District of Hamilton County, Tennessee described as follows;

Beginning at the southeast corner of the southwest quarter of the southeast quarter of Section Twenty (20), Township Five (5), Range Three (3), West of the Basis Line Ocoee District; thence westwardly along the south line of said southwest quarter of the southeast quarter of said Section, thirteen hundred and twenty (1320) feet to the southwest corner of the southwest quarter of the southeast quarter of said section; thence northwardly along the west line of said southwest quarter of the southeast quarter of said Section, three hundred and thirty (330) feet; thence eastwardly parallel with the south line of the southwest quarter of the southeast quarter of said Section, thirteen hundred and twenty (1320) feet to the east line of said southwest quarter of the southeast quarter of said Section; thence southwardly along said east line three hundred and thirty (330) feet to the point of beginning, containing ten (10) acres, more or less; being the same property conveyed by Virgil L. Maston, single, to Charles Armstrong and wife, Loma Armstrong by deed dated May 30, 1940, and registered in Book 803, page 241 of the Register's office of Hamilton County, Tennessee.

Excepting therefrom that part of said property conveyed by Virgil L. Maston, single to Hamilton County, Tennessee by deed dated July 26, 1938 and recorded in Book 764 page 478 of the Register's Office of Hamilton County, Tennessee.

The easement and right-of-way hereby granted covers a strip of land 150 feet in width across the above described lands, and is more particularly located and described as follows:

A strip of land for a transmission line right of way 150 feet wide, lying 75 feet on each side of the center line of the Hiwassee-Chickamauga (Relocation at Volunteer Ordnance Works) transmission line location, through the land of Charles Armstrong, in the Second Civil District of Hamilton County, Tennessee, as shown on a map filed in the Recorder's office of Hamilton County, ... line of the location through the land of Charles

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Armstrong being more particularly described as follows:

Beginning at a point where the center line crosses the south line of Charles Armstrong's land which is the north line of Harry C. Wingate's land, at surveyation 168 x 09.3 on the center line of the transmission line location, said point being N. 65° 29' W 590 feet from a point in a road a corner of the lands of Charles Armstrong, and Harry C. Wingate; thence N. 47° 03' E. 357.7 feet to a point where the center line crosses the north line of Charles Armstrong's land, which is the south line of O. D. Wooten et al's land, at survey station 171 x 67, said point being N. 65° 19' W 447.5 feet from a point in the road, a corner of the lands of Charles Armstrong and O. D. Wooten et al.

The above described strip of land is a continuous right of way 150 feet wide through the said property between the above named south and north property lines and has a net length of 357.7 feet along the center line.

To have and to hold the said easement and right-of-way to the United States of America, its successors and assigns, forever.

We covenant with the said United States of America that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage incidental to the exercise of any of the rights above described, including any depreciation in the value of the land resulting from the granting of this easement. Except that the United States of America shall remain liable for any additional damage which may be caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees, in the erection and maintenance of said lines.

In Witness whereof, we have hereto subscribed our names on this the 23 day of March 1942.

Charles Armstrong
Charles Armstrong

Loma Armstrong
Loma Armstrong

State of Tennessee

County of Hamilton On this 23 day of March 1942 before me personally appeared Charles Armstrong and Loma Armstrong, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand, at office this 23 day of March 1942.

x x x x x x x x x x x x x x
Lewis H. Conner Notary Public x

Lewis H. Conner
Notary Public

Hamilton Co Tenn x

My commission expires January 6, 1944

x x x x x x x x x x x x x x
State of Tennessee

Hamilton County The above Instrument and certificate were filed Mar 23, 1942 at 9:56 A.M. entered in Note Book No 37 Page 420 and recorded in Book 834 Page 444

Witness my hand at office in Chattanooga, Tenn.

WILKES T. TURASHKE Register
Dept Reg

x
Grant of Transmission Line Easement
CHFR-5

For and in consideration of the sum of Fifty and 00/100ths Dollars (\$50.00) cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned, Charles Armstrong and wife, Loma Armstrong have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer and convey unto the United States of America, a permanent easement and right-of-way, for the following purposes, namely; the perpetual right to

enter and to erect, maintain, repair, rebuild, operate and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission lines structures, wires, cables and any necessary appurtenances; the right to clear said right-of-way and keep the same clear of brush, timber, inflammable structures, and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way; all over, upon, across and under the following described land, to wit:

A certain tract or parcel of land situated in the Second Civil District of Hamilton County, Tennessee, described as follows:

Beginning at the southeast corner of the southwest quarter of the southeast quarter of section Twenty (20), Township Five (5), Range Three (3) West of the Basis Line Cooco District; thence westwardly along the south line of said southwest quarter of the southeast quarter of said Section, thirteen hundred and twenty (1320) feet to the southwest corner of the southwest quarter of the southeast quarter of said Section; thence northwardly along the west line of said southwest quarter of the southeast quarter of said Section, three hundred and thirty (330) feet; thence eastwardly parallel with the south line of the southwest quarter of the southeast quarter of said Section, thirteen hundred and twenty (1320) feet to the east line of said southwest quarter of the southeast quarter of said Section; thence southwardly along said east line three hundred and thirty (330) feet to the point of beginning, containing ten (10) acres more or less; being the same property conveyed by Virgil L. Maston, single to Charles Armstrong and wife, Loma Armstrong by deed dated May 30, 1940 and registered in Book 803 page 241 of the Register's Office of Hamilton County, Tennessee.

Excepting therefrom that part of said property conveyed by Virgil L. Maston, single to Hamilton County, Tennessee by deed dated July 26, 1938 and recorded in Book 764 page 478 of the Register's Office of Hamilton County, Tennessee.

The easement and right-of-way hereby granted covers a strip of land 75 feet in width across the above described lands, and is more particularly located and described as follows:

That triangular portion of a strip of land for a transmission line right of way 75 feet wide, lying ^{37.5 feet} on each side of the center line of the Chickamauga Friendship (Re-location at Volunteer Ordnance Works) transmission line location, through the land of Charles Armstrong, in the Second Civil District of Hamilton County, Tennessee, as shown on a map filed in the Recorder's office of Hamilton County, the said portion lying northeast of and adjacent to the southwest line of the strip, the center line of the location through the land of Charles Armstrong being more particularly described as follows;

Beginning at a point where the center line crosses the north line of Charles Armstrong's land, which is the south line of O. D. Wooten et al's land, at survey station 194 / 25.6 on the center line of the transmission line location, said point being N. 65° 19' W. 243.1 feet from a corner of the lands of Charles Armstrong, O. D. Wooten et al and the Volunteer Ordnance Works; thence S. 58° 49' E 245.4 feet to a point where the center line crosses the center line of a road, which is the east line of Charles Armstrong's land and the west line of the land of the Volunteer Ordnance Works, at survey station 196 / 71, said point being 27.8 feet, as measured along the center line of the road in a southerly direction, from the above mentioned corner of the lands of Charles Armstrong O. D. Wooten et al, and the Volunteer Ordnance Works.

The above described triangular portion of a strip of land is a continuous right of way through the said property and includes the center line of the location for a net distance of 245.4 feet and contains 0.5 acre more or less.

To have and to hold the said easement and right-of-way to the United States of America, its successors and assigns, forever.

We covenant with the said United States of America that we are lawfully seized and

possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage incidental to the exercise of any of the rights above described, including any depreciation in the value of the land resulting from the granting of this easement; Except that the United States of America shall remain liable for any additional damage which may be caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees, in the erection and maintenance of said lines.

In Witness Whereof, we have hereunto subscribed our names on this the 23 day of March 1942

Charles Armstrong
Charles Armstrong

Loma Armstrong
Loma Armstrong

State of Tennessee

County of Hamilton On this 23 day of March 1942 before me personally appeared Charles Armstrong and Loma Armstrong, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand, at office, this 23 day of March 1942.

x x x x x x x x x x x x x x x x x

Lewis H. Conner

Lewis H. Conner Notary Public x

Notary Public

Hamilton Co Tenn x

My commission expires January 6, 1944

x x x x x x x x x x x x x x x x x

State of Tennessee

Hamilton County The above instrument and certificate were filed Mar 23, 1942 at 9:57 A.M. entered in Note Book No 37 Page 420 and recorded in Book 834 Page 445

Witness my hand at office in Chattanooga, Tenn.

WILKES T. THRASHER Register
A. Pope Dept Reg

x
Grant of Temporary Transmission Line Easement
HCHR-9

For and in consideration of the sum of Fifty Dollars (\$50.00) cash in hand paid, receipt whereof is hereby acknowledged, we the undersigned, Charles Armstrong and wife, Loma Armstrong, have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer and convey unto the United States of America, a temporary easement and right-of-way, for the following purposes, namely: the right to enter and to erect, maintain, repair, rebuild, operate, and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission lines structures, wires, cables, and any necessary appurtenances; the right to clear said right-of-way of brush, timber, inflammable structures and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way, all over, upon, across, and under the following described land, to wit:

A certain tract or parcel of land situated in the Second Civil District of Hamilton County, Tennessee, described as follows:

Beginning at the southeast corner of the southwest quarter of the southeast quarter of Section Twenty (20), Township five (5) Range Three (3) West of the Basis Line Cocee District; thence westwardly along the south line of said southwest quarter of the southeast quarter of said Section, thirteen hundred and twenty (1320) feet to the southwest corner of the southwest quarter of the southeast quarter of said section; thence north-

wardly along the west line of said southwest quarter of the southeast quarter of said Section, three hundred and thirty (330) feet; thence eastwardly parallel with the south line of the southwest quarter of the southeast quarter of said Section, thirteen hundred and twenty (1320) feet to the east line of said southwest quarter of the southeast quarter of said Section; thence southwardly along said east line three hundred and thirty (330) feet to the point of beginning, containing ten (10) acres more or less; being the same property conveyed by Virgil L. Maston, single to Charles Armstrong and wife, Loma Armstrong by deed dated May 30, 1940 and registered in Book 803 page 241 of the Register's Office of Hamilton County, Tennessee.

Excepting therefrom that part of said property conveyed by Virgil L. Maston, single, to Hamilton County, Tennessee, by deed dated July 26, 1938 and recorded in Book 764 page 478 of the Register's office of Hamilton County, Tennessee.

The easement and right-of-way hereby granted covers a strip of land 100 feet in width across the above described lands, and is more particularly located and described as follows;

A strip of land for a transmission line right of way 100 feet wide lying 50 feet on each side of the center line of the Hiwassee-Chickamauga (Temporary Relocation at Volunteer Ordnance Works) transmission line location, through the land of Charles Armstrong, in the Second Civil District of Hamilton County, Tennessee as shown on a map filed in the Recorder's office of Hamilton County, in the center line of the location through the land of Charles Armstrong being more particularly described as follows;

Beginning at a point where the center line crosses the south line of Charles Armstrong's land, which is the north line of Harry C. Wingate's land, at survey station 165 / 73 on the center line of the transmission line location, said point being N. 65° 29' W 789.7 feet from a corner of the lands of Charles Armstrong and Harry C. Wingate; thence N. 58° 40' E 400 feet to a point where the center line crosses the north line of Charles Armstrong's land, which is the south line of O. P. Wooten et al's land, at survey station 169 / 73 said point being N. 65° 17' W 559.9 feet from a corner of the lands of Charles Armstrong and O. D. Wooten et al, the center line extending beyond survey station 169 / 73 on a bearing of N. 58° 40' E 17.3 feet to survey station 169 / 90.3; thence extending on a bearing of N. 49° 22' E and the southeast line of the strip a line which is 50 feet southeast of and parallel to the center line, extending beyond a point opposite survey station 169 / 90.3 on a bearing of N. 49° 22' E to an intersection with the said property line.

The above described strip of land is a continuous right of way 100 feet wide through the said property between the above named south and north property lines and has a net length of 400 feet along the center line.

The above described easement and right-of-way shall remain in full force and effect until June 30, 1942 but from and after July 1, 1942 said rights and easements shall cease and terminate, and the fee simple title to the lands affected thereby shall revert to the undersigned, their heirs and assigns.

To have and to hold the said easement and right-of-way to the United States of America, its successors and assigns, upon the terms and conditions hereinabove set forth:

We covenant with the said United States of America that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, and that we will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage incidental to the exercise of any of the rights above described, including any depreciation in the value of the land resulting from the granting of this easement, except that the United States of America

RECORD BOOK 834

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shall remain liable for any additional damage which may be caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees, in the erection and maintenance of said lines.

In Witness Whereof, we have hereunto subscribed our names on this the 23 day of March 1942.

Charles Armstrong
Charles Armstrong

Loma Armstrong
Loma Armstrong

State of Tennessee

County of Hamilton On this 23 day of March 1942 before me personally appeared Charles Armstrong and Loma Armstrong, his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand, at office this 23 day of March 1942.

x x x x x x x x x x x x x x x x
Lewis H. Conner Notary Public x
Hamilton Co Tenn x
x x x x x x x x x x x x x x x x

Lewis H. Conner
Notary Public

My commission expires January 6, 1944

State of Tennessee

Hamilton County The above instrument and certificate were filed Mar 23, 1942 at 9:58 A.M. entered in Note Book No 37 Page 420 and recorded in Book 834 Page 447

Witness my hand at office in Chattanooga, Tenn.

WILKES T. THRASHER Register
W. Thrasher Dept Reg

x
Grant of Transmission Line Easement
MCHR-1

For and in consideration of the sum of Two Hundred Seventy Five and 00/100ths Dollars (\$275.00) cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned Harry C. Wingate and wife Rosa E. Wingate, have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer and convey unto the United States of America, a permanent easement and right-of-way for the following purposes, namely; the perpetual right to enter and to erect, maintain, repair, rebuild, operate and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission line structures, wires, cables, and any necessary appurtenances; the right to clear said right-of-way and keep the same clear of brush, timber, inflammable structures, and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way all over, upon, across and under the following described land, to wit:

A certain tract or parcel of land situated in the Second Civil District of Hamilton County Tennessee, described as follows:
The North one half ($\frac{1}{2}$) of the West one half ($\frac{1}{4}$) of the Northwest Quarter of Section Twenty Nine (29) Fractional Township Five (5), Range Three (3) West of the Basis Line of the Ocoee District; and being the same property conveyed by W. H. DeSha and wife, Martha L. DeSha to Harry C. Wingate by deed dated December 8, 1919 and registered in Book J. Vol 15, page 334 in the Register's Office of Hamilton County, Tennessee.

The easement and right-of-way hereby granted covers a strip of land 150 feet in width across the above described land more particularly located and described as follows: